

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this month day of month the year by and between the United States Customs Service, whose mailing address is _____, as Grantor, and buyer whose post office address is _____, as Grantee.

WITNESSETH: that the Grantor, for and in consideration of the sum of amount in words, lawful money of the United States of America, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does grant, bargain, sell, convey to the Grantee, all of the following described land situated in Insert County County, State of Insert State to wit;

(Insert Legal Description of the Property Sold)

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto Grantee, his successors and assigns, in fee simple forever.

THE GRANTOR covenants to specially warrant the title to the property against any claim arising from the case of Title of Court Document/Case Number, in the United States District Court for the District of Insert State. The United States has done nothing to encumber the property nor has it conveyed any rights, title or interest while owner of the property.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name and seal, by its proper officers thereunto duly authorized the day and year first above written.

SEAL

UNITED STATES OF AMERICA
ACTING BY AND THROUGH:
Name of Agency

Name of Agent

Title

Agency

Address

Civil Number: _____

Signed and Sealed In Our Presence

Witness

Witness

Case No. _____
(Property Address, City and State)

INDEMNIFICATION AGREEMENT

WHEREAS, the Secretary of the Treasury of the United States is authorizing by statute 31 U.S.C. 9703 (1) to warrant title to a purchaser of forfeited property and this authority has been delegated to the (Name of Agency); and

WHEREAS, the following described property was forfeited to the United States of America on (Date), pursuant to U.S. vs. (Case Name), Criminal/Civil Action Number: _____

(INSERT LEGAL DESCRIPTION OF THE PROPERTY TO BE TRANSFERRED)

WHEREAS, the United States specially warrants its title against defects or clouds arising out of the forfeiture process and holds the buyer harmless as a result of such defects in title or clouds involving the propriety of the forfeiture of the property.

NOW THEREFORE, the United States of America hereby agrees that in the event a court, in a final judgement rules that the United States did not acquire valid legal title to the real property through the forfeiture process and therefore was not able to convey clear title to the buyer, to the extent of available appropriations, the United States will refund to the buyer or his or her title company the amount of the purchase price of the property, plus the value of any improvements made to the property by the buyer, plus an interest earned on that amount from the date of purchase of the property by the buyer to the date of final judgement, however, that the United States of America be allowed to defend against such claim before acceding to it . The buyer shall tender any claim made upon them to the United States to defend as soon as the claim arises and prior to incurring any expenses to defend such a claim. Payment of any refund or claim will be paid out of the Treasury Forfeiture Fund.

The United States by it special warranty deed does not warrant the title of the prior owner of the property whom acquired title before the forfeiture.

Agency Representative
Title

Date

Agency District
Agency Address